

OMB No. 1124-0006; Expires May 31, 2020

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Finn Partners, Inc. 301 E. 57th St., New York, NY 10022	2. Registration No. 6212
3. Name of Foreign Principal Turkish Exporters Assembly Turkey Promotion Group	4. Principal Address of Foreign Principal Dis Ticaret Kompleksi Cobancesme Mevkii Sanayi Cd. B Blok Kat:9 Yenibosna - Istanbul, Turkey

5. Indicate whether your foreign principal is one of the following:

☒ Government of a foreign country¹

☐ Foreign political party

☐ Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____

☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
 Turkish Ministry of Trade

b) Name and title of official with whom registrant deals
 Yasemin Guzeloglu, Director, Turkey Promotion Group

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal


Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A <i>10/30/2019</i>	Name and Title Martin Ettlemyer, Chief Financial Officer	Signature 
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OMB No. 1124-0004; Expires May 31, 2020

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement

Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Finn Partners, Inc.

2. Registration No.

6212

3. Name of Foreign Principal

Turkish Exporters Assembly Turkey Promotion Group

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Public relations activities to promote Turkish good and services globally.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The Turkey Promotion Group (TPG) aims to make Turkish products much more well-known and sought after in the world, helping to increase their share in the global marketplace and ensure continuity of success. To reach wholesalers, store chains, online traders and retailers, Fiinn Partners will embark on a media relations campaign targeting business-to-business and business-to-consumer audiences concurrently.

- * Generate awareness of Turkish products and the TPG in the U.S. market
- * Secure target media hits in a mix of industry trade, consumer, and business/economic media outlets in core markets.
- * Garner the attention of media and influencers

Sectors/Segments:

- * Food: Dried fruit and nuts, hazelnuts, and olive oil
- * Textile: Home textile and fashion

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title Martin Ettlemeyer, Chief Financial Officer	Signature 
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Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

AGREEMENT

1. THE PARTIES

1.1. Finn Partners, Inc. residing at
301 E. 57th St., New York, NY 10022

E-mail: Haldun.Dincetin@finnpartners.com; partners@finnpartners.com

Hereinafter it shall be called as the "Agency".

1.2. Turkish Exporters Assembly Turkey Promotion Group residing at
Dış Ticaret Kompleksi Çobançeşme Mevki Sanayi Cd. B Blok Kat:9 Yenibosna - İstanbul, Turkey
E-mail: ttg@tim.org.tr

Hereinafter it shall be called as "TPG". The Agency and TPG hereinafter shall be referred to individually as the "Party", collectively as the "Parties".

1.3. Definitions

Main strategy and objectives:

The Turkey Promotion Group (TPG) aims to make Turkish products much more well-known and sought after in the world, helping to increase their share in the global marketplace and ensure continuity of success. To reach wholesalers, store chains, online traders and retailers, FINN Partners will embark on an aggressive media relations campaign targeting business-to-business and business-to-consumer audiences concurrently.

- Generate awareness of Turkish products and the TPG in the U.S. market
- Secure target media hits in a mix of industry trade, consumer, business/economic media outlets in core markets
- Garner the attention of media and influencers

Target audience & Stakeholders:

- Media: industry trade, consumer, business/economic media
- Trade: buyers, wholesalers, store chains, online traders and retailers
- Celebrities/influencers relevant to sectors

Sectors/Segments:

- Food
 - Dried fruits and nuts
 - Hazelnuts
 - Olive oil
- Textile
 - Home textile
 - Fashion

2. SUBJECT OF THE AGREEMENT

This agreement and its annexes, constitutes the contractual relationship between TPG and the Agency for the services required by TPG regarding the public & media relations and communication activities in USA. This agreement together with its annexes, hereinafter shall be called as the "agreement" or the "contract".

3. OBLIGATIONS

3.1. The Agency shall provide the services included within the scope of this Agreement in accordance with the instructions of TPG and in full cooperation with TPG, in due course, in an efficient, complete, proper and effective manner. The Agency agrees to undertake services in the best and exclusive interests of TPG.

- 3.2. The Agency acknowledges and undertakes to cooperate with TPG with regards to the matters in this Agreement within the contract period to maintain/to ensure that is maintained and to make every effort to maintain and improve the quality of services to be provided, pursuant with the common and agreed, If the later may deviate, targets and goals. The Agency shall be exclusively responsible for the conduct and the performance of the work to be done in the framework of the Agreement together with its annexes. TPG acknowledges and undertakes to provide the Agency, complete, true and full information regarding the services provided within the scope of this Agreement.
- 3.3. The Agency shall realize a qualified team dedicated to TPG in order to fulfill the services in the agreed and timely manner at its own cost. In performing the services, the Agency shall exhibit highest level of competence and rigour expected from experienced Agencies. The Agency shall ensure that their affiliates including their subsidiaries, sub-advisors, sub-contractors also act in accordance with the instructions of TPG.
- 3.4. The Agency warrants that they will at all times to act with diligence, good faith and pursuant to all applicable laws, rules, regulations and generally accepted professional standards/guidelines when performing the services.
- 3.5. The Agency shall keep track of the virtual, visual and printed media, organize measurement of the news covered in the media and the press, shall analyze outcomes and send these reports every Monday.
- 3.6. Monthly activity report should include at least PR results, coverage highlights, evaluation report, editorial calendar for the next month (including hot topics in USA that should be leveraged and media outreach calendar). In the end of service term, the Agency shall prepare and submit a "General Assessment Report" including all activities fulfilled.
- 3.7. The Agency shall provide the service of proving to TPG that the publications were actually realized in the media, explaining the reach calculation tools of the relevant media.
- 3.8. Fact sheets/memorandums and press documents/media communications (press invitations, releases, kits, etc.) which are prepared by the Agency shall be published after such documents contents are examined and approved in writing by TPG.
- 3.9. Upon prior written approval (including email) of TPG, the Agency is entitled to work with in-house and exterior consultancy services concerning the provision of the Agreement, provided that the Agency agrees and undertakes It reserves all rights of TPG arising from the Agreement and that any third party and its employees are equally bound its terms.
- 3.10. At any stage of the work, in the cases where TPG deems it necessary due to business or conjunctural reasons (for example, in the event that a negative political atmosphere breaks out against Turkey), TPG may cancel or stop/suspend a service or activity for a period of time, provided that 15 days written notice is given to the Agency. Upon receiving the notice regarding the termination of the suspension, the Agency shall resume the services.
- 3.11. The Agency and any party coordinated by the Agency (including talents, influencers, etc.) under the services provided hereunder shall preserve Turkish Exporters Assembly's (TİM) and TGP's image, guide the publicity direction correctly and accurately and as provided to him by TİM and TGP and shall not alter from the information, data, documents provided by TGP to the Agency.
- 3.12. The Agency will establish instant warning and notification mechanism for urgent and important issues/developments.
- 3.13. The Agency shall be directly responsible for damages and costs due to breach of Agreement, implementation errors, , failure to conduct work in accordance with the applicable legislation, non-compliance to professional ethics, , errors and omissions in information contained in any documents prepared, etc., and shall be liable to compensate the pecuniary and non-pecuniary damages suffered by TPG.
- 3.14. The responsibility of the team of the Agency and the talents, influencers and all third parties that the Agency will provide services for the fulfillment of the activities set forth hereunder belongs to the Agency. The Agency shall be liable for any damage or loss caused by the persons, persons of the Agency's team including the talents, influencers and third parties that the Agency will take service. The Agency declares and undertakes to indemnify TIM and TGP for any loss and damage that may be incurred by TIM and/or TPG arising out of the services mentioned hereunder

upon the first request of TPG. The violation of this agreement by the person (s) involved the Agency's team, talents, influencers and all third parties shall be deemed to be a breach of the agreement by the Agency.

4. PAYMENTS

The payments shall be made to the Agency provided that obligations are properly and fully completed in accordance with this Agreement and TPG's instructions in timely manner. The Agency is obliged to fulfill the scope of this Agreement within the total budget of 55.000 USD. All invoices for fees and expenses are due within 30 days of receipt.

Regarding obligations of the Agency in the Agreement, TPG will not pay any additional amount under any name and the Agency shall under no circumstances demand any amount above 15.000 USD for the first month and monthly 20.000 USD for the second and third months for the services. Invoices will be issued in three installments during service time. It has been agreed that the contract price is fixed and fully inclusive sum contract price and shall not be increased in any way.

It is agreed that the Agency shall maintain the necessary documents adequate for the determination of all Services are fully rendered to TPG under this Agreement. Any properly undocumented amount will be returned to TPG or deducted from TPG's payments.

In case that it is required to make any expenditure/expenses for the services, then the Agency shall first submit the details of the expenditure to be made to the written approval of TPG and provided that TPG deems such request as necessary and approves the budget it in writing then such costs shall be reimbursed to the Agency against an invoice accompanied with the necessary documents and receipts of such expenditures. TPG's prior approval is a condition for any expense or cost to be paid to the third party. Out-of-pocket (OOP) expenses will be subject to be invoiced upon prior written confirmation of TPG and will be paid if the related documentation of the expenses is provided to TPG.

Out of Pocket expenses include but are not limited to:

- Travel expenses for staff travel to Turkey
- Travel expenses for media FAMs
- Travel expenses for staff member travel within the U.S.
- Special paid activations and activities cited as "Influencer Content Partnerships", "product Drops", and either non-budgeted initiatives that involve hard costs.
- Business expenses including messengers, shipping of brochures, etc.
- Monthly expenses for any requested Clipping Services (e.g. BurrellesLuce, etc.)

Upon the request of TPG, items such as a bill with the breakdown of expenses, payment receipts of all expenses, lists, reports etc. other items and documents that contain detailed information which show the products and services bought by the Agency, have to be presented to TPG.

TPG may reclaim the services from the Agency, pointing out inadequacies, issues to be reviewed and edited by specifying a timeframe. It is agreed that if the Agency is breach of this agreement, then TPG shall have the right to suspend any payments.

If a service in this agreement is cancelled, no payment will be done by TPG for that service. If a service is postponed, payment for that item will be done when it is fully carried out.

5. CONFIDENTIALITY & DATA PROTECTION

The Agency undertakes not to disclose to/share with the third persons information and commercial secrets that it receives from TPG as well as the information obtained from the research conducted on behalf of TPG and covered by TPG, without prior written consent of TPG. For the purposes of this Agreement "confidential information" shall entail any and all information that is disclosed by TPG to Agency during the course of the determined work under this Agreement and includes all written and oral commercial, financial and technical information relating to any aspect of the business of TPG including, but not limited to, data relating to business plans, marketing plans, work in progress, market share, product knowledge, trade secrets, proprietary data, costs and other materials of whatever description, whether or not protected by copyright, patent or other intellectual property rights and whether or not stated as being proprietary or confidential. The Agency acknowledges and agrees that any confidential information received under this Agreement shall solely used to perform the activities in this Agreement.

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The Agency agrees and undertakes that they shall protect the confidential nature of the information related to the, marketing plans, knowledge, and materials; they shall not share this information or any part of this information, with any third parties. Agency agrees and undertakes that, both during the period of this Agreement and for five years after the termination of the Agreement for any reason, including invalidation, they shall not disclose information and secrets they have acquired about TPG such as commercial, technical, customer profile data, information, secrets, and/or confidential information to third parties without written consent of TPG, except to the authorities that are entitled to legally demand such information; and they shall take all the necessary measures in order to prevent this information from falling into the hands of third parties.

In conjunction with this Agreement, the parties agree to comply with any and all applicable data protection laws and other data protection provisions and not to perform or omit any acts that would result in a breach of the data protection laws by the other party. Employees engaged by the Agency must be caused by Agency to fulfill the same obligations. The Agency shall be responsible from breach of the data protection laws by mentioned employees and the Agency shall indemnify TPG's each and every damages in that regard.

6. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

Upon full payment of all sums due Agency under this Agreement, all rights on documents, materials, designs, states, works, files and products produced / created in connection with the Agreement shall be the exclusive and sole property of TPG without any condition, restriction or limitation. For works and services which the Agency provides from third parties, the Agency shall take over such rights from such third parties completely and unconditionally in order to submit for utilization of TPG. In case of termination or expiry of the contractual period of the Agreement for any reason, the files of all the works that the Agency has provided should be given to TPG in electronically amendable format (Word, excel, PowerPoint etc.).

In case a right and/or interest that is the subject of an intellectual and/or industrial property pursuant to the provisions of related legislation is claimed to be violated during or due to performance of Agency's obligations that are undertaken in accordance with the Agreement; all administrative, legal, penal, and fiscal obligations shall belong to the Agency. The Agency shall not make any demands from TPG in that regard. Nevertheless, in the event that TPG is confronted with a legal sanction, TPG shall be indemnified by the Agency when TPG recurses to the Agency, provided that TPG's other rights are reserved.

Regarding the Agency's liabilities under this Agreement, there shall not be any additional fee to be claimed by the Agency under any copyright or other name. The Agency shall pay any expenses incurred in relation to intellectual or industrial property rights TPG shall not be liable for any intellectual property rights or licenses necessary for the performance of Agency's services under this Agreement, so TPG will not pay any intellectual property, ownership, license, etc. fees.

7. DISPUTE RESOLUTION

Parties shall try to resolve any disputes, disagreements and/or violation claims arising from or related to this Agreement and/or services via negotiations amicably, to the extent possible. In the event that the dispute cannot be resolved within 2 weeks, the dispute shall be resolved by Istanbul Arbitration Center. All disputes arising from or in connection with this contract shall be submitted to Istanbul Arbitration Center for arbitration in accordance with its rules of arbitration. The seat of arbitration shall be Istanbul and arbitration language will be Turkish. The arbitral decision is final and binding upon both parties.

The parties agree that all disputes arising from or related to the Contract will be resolved amicably, to the extent possible. If no amicable solution can be achieved by the parties within 30 days, all disputes and disagreements, which can arise in connection with the Agreement shall be resolved by the Istanbul Arbitral Tribunal. Arbitration language will be Turkish and Turkish law shall be applicable law. The formation, execution, validity, interpretation and performance of this Agreement and the settlement of disputes concerning this Agreement shall be governed by and construed in accordance with the laws of Turkey.

In the cases where any article, sub-clause or provision of this Agreement is determined to be void or legally unenforceable, this shall not affect the validity or enforceability of other articles, sub-clauses or provisions of the Agreement.

8. TERM AND TERMINATION OF THE AGREEMENT

The term of this Agreement is 3 months.

The Agreement may be terminated by either party if the other party is in breach or default of any material term of this Agreement, and said breach or default continues uncured for a period of (15) days after such party's receipt of written notice specifying the grounds of such breach or default, or the Agreement may be terminated effective immediately if either party is found to be committing prohibited acts or behaviors during the implementation of the Agreement. It is prohibited to commit following prohibited acts or behaviors during the implementation of this Agreement:

- Preparing or using falsified data, documents, etc. or attempting to do so,
- Fraudulent use of procedures, making illegitimate, deficient, erroneous, or faulty transactions during performance or delivery of works related to the Agreement.
- Rigging or attempting to rig procedures related to the Agreement via cheating, promise, threat, influence, interest, agreement, corruption, bribery or other ways,
- Causing harm to either party while performing the Agreement,
- Using knowledge and experience to the detriment of either party, participating in any kind of services that aim to undermine the interests of the Republic of Turkey,
- Violating confidentiality provisions,

In the event that the Agreement is terminated due to above mentioned provisions, the Agency shall not demand any amounts beyond the fees for services due through the effective date of termination. Besides, the Agency is obligated to compensate the damages of TPG due to the breach of this Agreement by the Agency. TPG's rights arising out of Law are reserved.

On every accounts TPG has the right to terminate the Agreement before its term by sending 15 days notice in advance without paying any compensation beyond the fees for the performed services due as of the effective date of termination.

Termination provisions specified elsewhere in this Agreement are reserved.

9. MISCELLANEOUS

- The section headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.
- Not exercising partially or completely, not performing or not to be informed about the any right of the Parties arising under the terms of this Agreement, shall not be deemed as a waiver of the rights. Similarly, failure or non-complete (partial) performance of any of the obligations of either Party arising from this Agreement shall not constitute a waiver of the other Party and shall not be deemed as an acceptance or fulfillment of such obligations.
- The Agency shall not wholly or partially assign or transfer this Agreement or its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of TPG. In case the Agency, without receiving the written consent of TPG or coming to an agreement, grants rights and obligations to the third party, TPG shall be entitled to terminate this agreement with a valid reason.
- In the event during or after the expiration of this Agreement if TPG suffers from any damage and/or the subject of third party claims or held liable for civil, criminal or administrative obligations arising from the fulfillment of the Agency's obligations stated in this Agreement and relevant legislations and if such damages and claims have been occurred due to the Agency's fault, the Agency shall indemnify TPG for such damages and/or claims. The Agency declares and undertakes to indemnify the recourse amount together with its accessory rights immediately and irrevocably. This Article shall remain in force, even if the Agreement terminates.
- TPG will defend, indemnify and hold Agency and its parents, subsidiaries, affiliates, shareholders, directors, officers, employees and agents, harmless from any loss or damage that may be incurred by Agency resulting from (a) any gross negligence or willful misconduct of TPG; (b) any materials or information provided by TPG, if used in accordance with TPG's instructions; and (c) any infringement claim arising out of Agency's adherence to TPG's instructions.

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- IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS OR LOSS OF DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. Agency's total aggregate liability for any claim of any kind arising as a result of or related to this Agreement, whether based in contract, warranty, or any other legal or equitable grounds, shall be limited to the Contract Price. The limitations of liability set forth in this article do not apply to the extent that a liability arises as a result of; (i) gross negligence, (ii) willful misconduct, (iii) fraud, (iv) claims arising under or in relation to article 6/2.
- Due to training, employment and replacement costs, unless agreed to in a writing duly executed by both parties, TPG agrees that during the term of this Agreement and for a period one year thereafter, it will not employ or attempt to employ any employee of Agency who has been assigned to or involved with TPG's account. In the event that TPG does employ an Agency employee, either directly or indirectly, a fee equal to 30% of the employee's first year's compensation package will be due Agency upon acceptance by the employee of employment.
- In the event of any discrepancy between the provisions of this Agreement and its annexes, provisions of Agreement will prevail and will be applied rather than annexes.
- The Agency Agrees that TPG has the right to make changes in the work plan in accordance with possible developments and needs that might arise during the work. Such changes will be approved in advance in writing and where possible, TPG will provide as much advance notice as possible regarding such changes.
- In the event that the Agency is unable to complete the guaranteed work and/or service at an acceptable state within the specified time; or is unable complete at all or in accordance with the specification; without the need for any court judgment for damages and without prejudice to TPG's other rights related to damages and costs arising from this Agreement and related legislation, the Agency guarantees and undertakes to pay a penalty fee at least % 1 of total budget of this agreement.
- The Agency, unless explicitly excluded in the Agreement, shall conduct the services not clearly stated in the Agreement together with its Annexes, but being reasonably understood these services are necessary for the completion of the work free of charge in the manner that it is stated so in the Agreement.
- All taxes, duties (including but not limited to stamp duty for this Agreement), fees, translation, transportation, logistics, insurance and all other expenses shall be borne by the Agency within total budget. The Agency is obliged to provide copies of the documents showing that they have made all the payments within the scope of this Agreement, if TPG demands.

This Agreement, comprised of 6 pages and 9 main articles; fully read and understood, is signed in one original copy by TTG and the Agency on 08.08.2019. The Agreement will be in force and effect starting from June 15, 2019 to September 15, 2019 and; provided that the Agency has fulfilled all obligations it ends at the end of without necessitating any further notification, unless TPG wants to extend (the period of) or amend this Agreement by a supplementary protocol signed by both Parties before Agreement's expiration date.

Annexes (signed by the agency)

1. KPI's of deliverables & works that will be submitted to TPG
2. Communication Plan
3. Circular of authorized signatures

Turkish Exporters Assembly Turkey Promotion Group
Authorized Signature & Seal:

Finn Partners
Authorized Signature & Seal:



4B MGE.